IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT of TEXAS
AUSTIN DIVISION

JOHN DOE, Plaintiff v. FRANKLIN BANK, S.S.B., FRANKLIN BANK CORP., ADMINISTAFF COMPANIES II, L.P., THERESA LEFLORE AS REPRESENTATIVE OF ADMINISTAFF COMPANIES II, L.P., JOYCE ERFURDT AS REPRESENTATIVE OF FRANKLIN BANK, S.S.B., FRANKLIN BANK CORP. AND ADMINISTAFF COMPANIES II, L.P., and JOANNE PARTRIDGE AS REPRESENTATIVE OF FRANKLIN BANK, S.S.B, FRANKLIN BANK CORP. AND ADMINISTAFF COMPANIES II, L.P., Defendants	* * * * * * * * * * *	CIVIL NO. A08-CA-293LY JURY DEMAND

PLAINTIFF'S SECOND AMENDED COMPLAINT

TO THE HONORABLE JUDGE YEAKEL:

COMES NOW, JOHN DOE, Plaintiff under pseudonym in the above-styled and numbered cause, amending for the second time his Original Complaint to clarify his allegations and causes of action and the parties' connection to the case, and would respectfully show the Court as follows:

Nature of the Action

1. This action involves discrimination on the basis of disability in violation of the Americans with Disabilities Act (ADA), alternatively, the Texas Commission on Human

Rights Act -- Chapter 21 of Texas Labor Code, and includes related state-law torts based upon vicarious liability. Plaintiff files under a pseudonym to avoid public disclosure of highly personal information relating to his medical condition and disability.

Parties

2. Plaintiff John Doe, is an individual and permanent resident of Travis County, Texas. Plaintiff was co-employed by and worked for Defendants Franklin Bank, S.S.B./Franklin Bank Corporation, and Administaff Companies II, L.P., as a branch bank president and corporate vice president in Travis County, Texas, at the time this cause of action arose.

3. "Franklin Bank" herein collectively refers to Franklin Bank, S.S.B., and Franklin Bank Corp.

(a) Defendant Franklin Bank, S.S.B., is doing business in the State of Texas, where its principal place of business and corporate headquarters are located at 9800 Richmond, Suite 680, Houston, Texas 77042. Franklin Bank, S.S.B., has executed a waiver of summons, in accordance with local rules.

(b) Franklin Bank Corp. is a Delaware corporation qualified and doing business in the State of Texas with its principal place of business/corporate office at 9800 Richmond Avenue, Suite 680, Houston, Texas 77042. Franklin Bank Corp. has executed a waiver of summons, in accordance with local rules.

4. Defendant Administaff Companies II, L.P., is a Delaware limited partnership doing business in the State of Texas where its principal place of business and corporate headquarters are located at 19001 Crescent Springs Drive, Kingwood, Texas 77339-3802. Administaff Companies, Inc., is the general partner of Administaff Companies II, L.P.

Administaff Companies II, L.P., has executed a waiver of summons, in accordance with local rules.

5. Defendant Theresa LeFlore, Administaff liaison for Franklin Bank, is an individual and resident of the State of Texas who has been sued in her representative capacity as the representative of Administaff Companies II, L.P., and her attorney has executed a waiver of summons, in accordance with local rules.

6. Defendant Joyce Erfurdt, Senior Vice President of Human Resources for Franklin Bank, S.S.B., and vice president of Franklin Bank Corp., is an individual and a resident of the State of Texas who has been sued in her representative capacity as the representative of Franklin Bank, S.S.B., Franklin Bank Corp., and Administaff Companies II, L.P., and her attorney has executed a waiver of summons, in accordance with local rules.

7. Defendant Joanne Partridge, Senior Vice President of Administration of Franklin Bank, S.S.B., and vice president of Franklin Bank Corp., is an individual and a resident of Travis County, Texas, who has been sued in her representative capacity as the representative of Franklin Bank, S.S.B., Franklin Bank Corp., and Administaff Companies II, L.P., and her attorney has executed a waiver of summons, in accordance with local rules.

Jurisdiction and Venue

8. The Court has jurisdiction over this matter because it involves a federal question based upon the Americans with Disabilities Act. 28 U.S.C. 1331. The Court has supplemental jurisdiction over Plaintiff's state law claims based upon related torts and over Plaintiff's Texas Commission on Human Rights Act claim, pled alternatively to

the ADA claim. Diversity jurisdiction also applies because Defendant Administaff and Franklin Bank Corp. are Delaware corporations doing business in this state and the amount in controversy exceeds $75,000.

9. Venue is proper in the Western District of Texas, Austin Division, because all or part of the incidents giving rise to the causes of action herein pled, occurred in Travis County, Texas, arising from Plaintiff's employment in Travis County, Texas.

Factual Allegations

10. Plaintiff is a qualified individual with a disability within the meaning of the Americans with Disabilities Act of 1990 ("ADA") and the Texas Commission on Human Rights Act ("TCHRA"), Texas Labor Code Chapter 21.

11. Plaintiff's birthdate is March 12, 1956. Plaintiff is a "covered employee" under the ADA and TCHRA.

12. Franklin Bank, S.S.B., and Franklin Bank Corp. are a single employer, joint or co-employer, single enterprise, governed by joint or common management or interlocking directorate, and/or joint venturers, Franklin Bank S.S.B. is the alter ego of Franklin Bank Corp., and Franklin Bank S.S.B., and Franklin Bank Corp. are collectively referred to herein as "Franklin Bank." Administaff Companies II., L.P., is part of a collection of inter-related Administaff legal entities centered on a common enterprise of providing personnel administration services to other companies and is referred to herein as "Administaff." Franklin Bank and Administaff have over 500 employees, either separately or together, and are "covered employers" under the ADA and TCHRA.

13. On or about December 9, 2005, Defendants Administaff and Franklin Bank, as joint co-employers, along with Defendants Theresa LeFlore, Joyce Erfurdt, and Joanne

Partridge as their representatives, (collectively referred to as "employer" herein), hired Plaintiff as a full-time employee to be the bank president of Franklin Banks's new Parmer Lane Branch and later as vice president of Franklin Bank Corp. in addition to his branch president duties.

14. At the time Plaintiff completed his new-hire paperwork, he notified his employer that he has a disability.

15. Plaintiff was able to perform the essential functions of his job with or without a reasonable accommodation.

16. On April 21, 2006, Plaintiff's supervisor, Joanne Partridge, entered Plaintiff's Intensive Care Unit at St. David's Hospital in Austin, Travis County, Texas, and read his confidential medical chart while Plaintiff was incapacitated and unable to prevent her from observing his medical condition or from reading his medical chart. Plaintiff's medical chart contained highly personal confidential information regarding his disability.

17. Defendants became aware of Plaintiff's health insurance claims related to his disability and his Medicare coverage.

18. From and after April 21, 2006, Plaintiff's supervisor, Joanne Partridge and others in management, including but not limited to, Defendants Theresa LeFlore and Joyce Erfurdt, began treating Plaintiff differently and harassed him.

19. Said managers, acting separately or in conspiracy, thereafter commenced a course of conduct that repeatedly interfered with Defendant's ability to do his job and eventually resulted in serious stress and mental anguish, including consequences to his health status. For example, Plaintiff was excluded from branch bank meetings and from factual e-mails especially those dealing with the building of the new bank branch, not

provided with a performance review in accordance with company policy, and repeatedly subjected to inconsistent decisions and instructions from management, his direct supervisor, Joanne Partridge, in particular. Plaintiff was thereby repeatedly misinformed so as to set him up for disciplinary action and cause unnecessary and unreasonable stress and exacerbate his health status.

20. On or about May 16, 2007, Plaintiff was given a written disciplinary notice for alleged violations that he did not commit. Another employee and Plaintiff's direct supervisor, neither of whom have a disability or record of disability, were responsible for the alleged violations, and neither of them were disciplined.

21. On or about June 19, 2007, Plaintiff filed separate charges of disability discrimination against Franklin Bank and Administaff. On or about August 27, 2007, Plaintiff amended his charges of disability discrimination to include incidents occurring after June 19, 2007. On February 25, 2008, Plaintiff received a Right to Sue Notice for each charge, dated February 22, 2008.

22. On or about June 28, 2007, Plaintiff resigned his position as bank branch president and vice president effective August 3, 2007, due to constructive discharge because the working environment had become intolerable to any reasonable person and it was unnecessarily and significantly affecting his health.

23. On or about July 3 and 9, 2007, Plaintiff notified his supervisor that he would have a serious medical procedure performed and would be out on medical leave July 16-17, 2007.

24. Plaintiff had earned several days of vacation and sick leave that had been unused as of July 12, 2007.

25. On or about July 12, 2007, the same supervisor told Plaintiff that there was no need for him to continue to come to the office but assured him that he would be fully paid through August 3, 2007. Plaintiff was not fully paid through August 3, 2007.

26. Another manager who does not have a disability or record of disabilty was allowed to work through her resignation date with full benefits.

27. On or about July 30, 2007, Plaintiff attempted to fill a medical prescription but was denied for lack of insurance. As a result of Plaintiff's inquiry regarding his not having insurance, he learned for the first time that he had been discharged on July 12, 2007. Plaintiff had no notice from Administaff or Franklin Bank that his insurance had been cancelled until he received a COBRA notice on or about August 3, 2007, and never notified him that he would not have access to his flex account.

28. After Plaintiff complained about such cancellation and lack of notice, Defendants contacted Medicare and represented to Medicare that Plaintiff does not have a disability and should not receive benefits, knowing full well that Plaintiff's disability requires costly life-saving medications and care. After Plaintiff filed a lawsuit on his claims, Defendants' attorney refused to provide information on Franklin Bank's bonding company so as to prevent him from filing a claim against the Bankers Blanket Bond or similar bond or to be assured that such claim had already been filed while other lawsuits are being filed against Franklin Bank and are anticipated due to an SEC fraud investigation, layoffs, discovery of improprieties committed by personnel, and the crash of its stock value.

29. Other employees assigned to Franklin Bank, or to other of Administaff's co-employers who do not have a disability or record of disability did not have their

employee health insurance benefits cancelled prior to the end of their payroll period, did not have their flex accounts blocked from access, were fully paid through their resignation or termination date, and/or did not suffer the various other indignities and harm described elsewhere herein.

30. As a direct and proximate result of such acts and omissions, Plaintiff has suffered pecuniary and non-pecuniary damages, for which he seeks relief against Franklin Bank and Administaff. Plaintiff has lost wages and employee benefits, loss of earning capacity, damage to reputation, and other consequential losses. Plaintiff suffered stress, anxiety, depression, sleeplessness, distress, mental anguish, and fear, among other things. Such stress, mental anguish, and emotional distress suffered by Plaintiff built up over time and caused Plaintiff's pre-existing medical condition to deteriorate and require additional treatment.

First and Second Causes of Action

Violations of the Americans with Disabilities Act
Based on Discrimination and Retaliation

31. Plaintiff pleads a cause of action against the employer based upon disability discrimination pursuant to the Americans with Disabilities Act ("ADA"). The allegation contained in paragraphs10 through 30 inclusive are hereby reaffirmed and reaverred and incorporated herein by reference as if fully set forth at length.

32. Plaintiff has exhausted all administrative remedies and met all procedural requirements for bringing this claim under the ADA. Plaintiff is within all applicable statutes of limitation for filing this civil action for violation of the ADA.

33. Plaintiff is a qualified individual under the Americans with Disabilities Act. Plaintiff has a physical impairment which substantially limits his ability to perform at least one major life activity. Plaintiff has a record of such impairment.

34. Plaintiff was discriminated against in that he was treated differently. Plaintiff was treated less favorably than employees who do not have a disability or record of disability. Plaintiff was terminated from his employee insurance coverage shortly after he requested sick leave involving serious medical treatment. Others who do not havea disability, as defined by the ADA, were allowed to take medical leave for serious medical treatment. Employees who do not have a disability or record of disability ("non-disabled") or employees who were not under Plaintiff's direct supervision and responsibility, were not harassed or harassed to the extent that Plaintiff and his team were harassed. Defendants did not interfere with non-disabled employees' ability to perform their duties as they did Plaintiff. Defendants did not terminate non-disabled employees' group health insurance benefits during a resignation waiting period as they did Plaintiff. Plaintiff anticipates additional facts supporting the disrespect of his disability and less favorable treatment and refers to the allegations in paragraphs 10-30 hereinabove.

35. The discrimination suffered by Plaintiff was because of his disability or his record of having a disability, in whole or in part, and/or because he was retaliated against because he filed a charge of discrimination and initiated a federal investigation thereof.

36. As a direct and proximate result of such acts and omissions, Plaintiff has suffered damages for which he seeks relief from Franklin Bank and Administaff. Plaintiff has been directly and legally caused to suffer actual damages for personal injury and economic losses including, but not limited to, serious stress-related health consequences,

past and future loss of earnings, loss of earning capacity, damage to reputation, costs of medical expenses, loss of employee benefits, attorney's fees, costs of suit, and other similar pecuniary and nonpecuniary losses not presently ascertained, in an amount to be proved at trial, the sum of such damages exceeding the minimum jurisdictional requirements of this Court.

37. As a further direct and proximate result of said alleged acts, Plaintiff has suffered, continues to suffer, and likely will suffer in the future diminished health status due to and including mental anguish, more particularly described as follows: severe emotional distress, embarrassment, worry, fear associated with a significantly diminished health status, sleeplessness, depression, discomfort, and severe anxiety, the sum of such damages exceeding the minimum jurisdictional requirements of this Court, for which Plaintiff seeks relief from Franklin Bank and/or Administaff.. Plaintiff incorporates paragraph 69 herein by reference as if fully set forth at length.

Third and Fourth Causes of Action

Violations of the Texas Commission on Human Rights Act Based on Discrimination and Retaliation

38. Alternatively, Plaintiff pleads a cause of action based upon disability discrimination against the employer pursuant to the Texas Commission on Human Rights Act, Chapter 21 of the Texas Labor Code ("TCHRA"). The allegations contained in paragraphs 10 through 30 inclusive are hereby reaffirmed and reaverred and incorporated herein by reference as if fully set forth at length.

39. Plaintiff is a member of a protected class because Plaintiff has a disability as defined under the TCHRA and a record of such disability.

40. Plaintiff's physical condition did not impair his ability to reasonably perform his job as bank branch president or vice president for Franklin Bank.

41. Plaintiff suffered one or more adverse employment actions as described in this Complaint and reaverred herein. In particular, in addition to being subjected to chronic harassment and outrageous intrusive incidents, Plaintiff was written up, constructively discharged, and discharged.

42. Other managers who do not have a disability or record of disability ("non-disabled") were not subjected to the same or similar chronic harassment and outrageous intrusive incidents or to the same extent as Plaintiff and were not written up for similar alleged infractions, constructively discharged, and discharged under the same or similar circumstances. Plaintiff specifically refers to paragraphs 10-30 hereinabove.

43. The discrimination suffered by Plaintiff was because of his disability or his record of having a disability, in whole or in part, and/or because he was retaliated against because he filed a charge of discrimination and initiated a federal investigation thereof.

44. As a direct and proximate result of such acts and omissions, Plaintiff has suffered damages for which he seeks relief from Franklin Bank and Administaff. Plaintiff has been directly and legally caused to suffer actual damages for personal injury and economic losses including, but not limited to, serious stress-related health consequences, past and future loss of earnings, loss of earning capacity, damage to reputation, costs of medical expenses, loss of employee benefits, attorney's fees, costs of suit, and other similar pecuniary and nonpecuniary losses not presently ascertained, in an amount to be proved at trial, the sum of such damages exceeding the minimum jurisdictional requirements of this Court.

45. As a further direct and proximate result of said alleged acts, Plaintiff has suffered, continues to suffer, and likely will suffer in the future diminished health status due to and including mental anguish, more particularly described as follows: severe emotional distress, embarrassment, worry, fear associated with a significantly diminished health status, sleeplessness, depression, discomfort, and severe anxiety, the sum of such damages exceeding the minimum jurisdictional requirements of this Court, for which Plaintiff seeks relief from Franklin Bank and/or Administaff. Plaintiff incorporates herein by reference paragraph 69 as if fully set forth at length.

Fifth - Eight Causes of Action

Negligence *Per Se*

46. Alternatively, Plaintiff pleads a cause of action against Defendants Joanne Partridge, Theresa LeFlore, and Joyce Erfurdt, in their representative capacities for and on behalf of Franklin Bank and/or Administaff, for negligence *per se* The allegations contained in all of the paragraphs of this Complaint, in particular paragraphs 10 through 30, are hereby reaverred and realleged for all purposes and incorporated herein with the same force and effect as if set forth at length.

47. On the occasions in question, Defendants Partridge, LeFlore, and Erfurdt owed a duty to Plaintiff to exercise reasonably prudent and ordinary care in their relationship with Plaintiff and in Plaintiff's personal life and professional life. Said Defendants violated this duty by negligently misusing Plaintiff's highly personal information, including but not limited to, information or gossip about his medical condition, and by failing to act as a reasonably prudent person would have under the same or similar circumstances, including but not limited to, entering into Plaintiff's ICU

room, reading Plaintiff's medical chart, disclosing highly personal information to third parties who did not have Plaintiff's permission to receive such information, obtaining highly personal information from third parties without Plaintiff's permission, and using Plaintiff's highly personal information about his medical condition and health status to threaten, intimidate, or otherwise distress Plaintiff, directly or indirectly, alone or in conspiracy with the other Defendants. Further, Defendants failed to pay wages and/or provide employee benefits to Plaintiff as required by law.

48. A reasonably prudent person would not have engaged in the conduct described herein and reaverred. In particular, Defendants LeFlore, Erfurdt, and Partridge, or any of them, have violated one or more of the following statutes:

(a) Texas Payday Law by failing to pay wages, pay in the full amount, and/or pay at the time required, Tex.Lab.Code 61.011 – 61.013;

(b) Texas Health & Safety Code, Subchapter F, particularly Sections 81.101, 81.103, 81.104, and 81.046 by disclosing or misusing HIV+/AIDS-related medical records and information;

(c) Health Insurance Portability and Accountability Act by disclosing and unpermitted use of highly personal, confidential information that Plaintiff was required to disclose during the course of his employment; and

(d) Texas Insurance Regulation, 28 TAC 21.4003, by initiating the premature cancellation of Plaintiff's group health insurance coverage,

in breach of the duty owed by Defendants LeFlore, Erfurdt, and Partridge, or any of them, as the representatives of Franklin Bank and/or Administaff, to all members of Plaintiff's class of employees or to the public, as applicable, which the statute was intended to protect. Defendants LeFlore, Erfurdt, and Partridge, or any of them, as the representatives of Franklin Bank and/or Administaff, are guilty of negligence *per se.*

49. As a direct and proximate result of such acts and omissions, Plaintiff has suffered damages which the aforesaid statutes, or any of them, were designed to prevent. Plaintiff has been directly and legally caused to suffer actual damages for personal injury and economic losses including, but not limited to, serious stress-related health consequences to pre-existing conditions, past and future loss of earnings, loss of earning capacity, damage to reputation, costs of medical expenses including covered and non-covered services and medications, loss of employee benefits, and other similar pecuniary and nonpecuniary losses not presently ascertained, in an amount to be proved at trial, the sum of such damages exceeding the minimum jurisdictional requirements of this Court, for which Plaintiff seeks relief from Franklin Bank and/or Administaff.

50. As a further direct and proximate result of said alleged acts, Plaintiff has suffered, continues to suffer, and likely will suffer in the future diminished health status due to and including mental anguish, more particularly described as follows: severe emotional distress, embarrassment, worry, fear associated with a significantly diminished health status, sleeplessness, depression, discomfort, and severe anxiety, the sum of such damages exceeding the minimum jurisdictional requirements of this Court, for which Plaintiff seeks from Franklin Bank and/or Administaff. Plaintiff hereby incorporates herein by reference paragraph 69 as if fully set forth at length.

Ninth Cause of Action

Gross Negligence

51. Alternatively, Plaintiff pleads a cause of action against Joanne Partridge, Joyce Erfurdt, and Theresa LeFlore for gross negligence under Texas state law in their representative capacities for and on behalf of Franklin Bank and/or Administaff. The allegations contained in all of the paragraphs of this Complaint, in particular paragraphs 10 through 30, are hereby reaverred and realleged for all purposes and incorporated herein with the same force and effect as if set forth at length.

52. Defendants Partridge, Erfurdt, and LeFlore, as the representatives of Franklin Bank and/or Administaff, were grossly negligent by the violations described in paragraphs 47-48 hereinabove, in particular, misusing Plaintiff's medical condition and his highly personal health information in a manner and to such an extent so as to cause him personal and professional harm, mental anguish and emotional distress, and economic distress, which caused additional mental anguish and distress, for which Plaintiff seeks relief from Franklin Bank and/or Administaff.

53. Said Defendants proceeded with this course of conduct or inaction despite the obvious danger to Plaintiff—despite the fact that said Defendants well knew that their grossly negligent conduct would in all likelihood unreasonably expose Plaintiff to such an obvious danger. Clear and convincing evidence proves said Defendants acted willfully, with malice or with such an entire want of care indicating a conscious indifference to the rights or welfare of Plaintiff and that the actions of said Defendants were heedless and reckless. Paragraph 68 is hereby incorporated herein by reference as if fully set forth at length. Given the willful and/or conscious indifference of these

Defendants, Plaintiff is entitled to punitive damages against Franklin Bank and/or Administaff.

Tenth Cause of Action

Invasion of Privacy

54. Alternatively, Plaintiff pleads a cause of action against Defendants Theresa LeFlore, Joyce Erfurdt, and Joanne Partridge for invasion of privacy under Texas state law in their representative capacities for and on behalf of Franklin Bank and/or Administaff. The allegations contained in all of the paragraphs of this Complaint, in particular paragraphs 10 through 30, are hereby reaverred and realleged for all purposes and incorporated herein with the same force and effect as if set forth at length.

55. Defendants Partridge, LeFlore and Erfurdt, as representatives of Franklin Bank and/or Administaff, intentionally invaded Plaintiff's mental and physical solitude, seclusion, and private affairs by intentionally engaging in the conduct alleged herein and reaverred and by acquiring highly personal information that Plaintiff was compelled to disclose or from others, disclosing Plaintiff's highly personal information to third parties who did not have Plaintiff's permission to receive such information or were not privileged, and berating and harassing Plaintiff in a manner and to an extent that would tend to harm him. Plaintiff had a reasonable expectation of privacy in his private affairs and with his highly personal information. Defendants did not have a legitimate business reason to invade Plaintiff's privacy in numerous ways using Plaintiff's highly personal information impermissibly and as described in paragraphs 10-30 hereinabove.

56. Said Defendants, as the representatives of Franklin Bank and/or Administaff, intended such acts for the purpose of invading the Plaintiff's privacy. Said acts were

offensive, embarrassing, objectionable, and unreasonably invaded the privacy of the Plaintiff and would have offended any reasonable person.

57. Such acts were made without consent, permission, or privilege. As a direct and proximate result of said acts, Plaintiff has suffered and will suffer past, present, and future mental distress and anguish, for which Plaintiff seeks recovery against Franklin Bank and/or Administaff.

58. As a direct and proximate result of said Defendants actions, inactions, customs, practices, and policies, and said Defendant's invasion of Plaintiff's right to privacy, Plaintiff has suffered damages in excess of the minimum jurisdictional limits of this Court, more particularly described in paragraphs 49 and 50 in this Complaint, for which Plaintiff seeks recovery against Franklin Bank and Administaff.

Vicarious Liability for Acts of Vice-Principals and Agents

59. Defendants Franklin Bank and Administaff are vicariously liable for the acts and omissions of their representatives, Joanne Partridge, Joyce Erfurdt, and Theresa LeFlore in their representative capacity. The allegations contained in all of the paragraphs of this Complaint, in particular paragraphs 10 through 30, 46-50, 51-53, and 54-58 are hereby reaverred and realleged for all purposes and incorporated herein with the same force and effect as if set forth at length.

60. At the time of the incidents in question, and at all times relevant to the lawsuit, Defendants Joanne Partridge, Joyce Erfurdt, and Theresa LeFlore were vice-principals and/or agents, servants, and employees of Defendants Franklin Bank and/or Administaff, and at the time of the incidents in question were acting as vice-principals and/or in the course and scope of their actual or apparent authority as agents, servants,

and employees of Defendant co-employers, Franklin Bank and Administaff. In particular:

61. Joanne Partridge entered Plaintiff's ICU room and read his medical chart on April 21, 2006, and thereafter Partridge, LeFlore, and Erfurdt harassed Plaintiff, misused his highly personal information, and/or terminated Plaintiff to serve the purpose of Franklin Bank and Administaff;

62. Said Defendants' actions would have benefited either or both Franklin Bank or Administaff;

63. Said Defendants' activities on the days of the incidents were authorized by either or both Franklin Bank or Administaff;

64. The time, place, and manner of said Defendants' activities were within Franklin Bank's and/or Administaff's authorization; and

65. Said Defendants' activities were motivated by a desire to benefit Franklin Bank and/or Administaff.

66. Pursuant to the doctrines of respondeat superior and vice principal, said Defendants' negligence *per se*, gross negligence, and invasion of privacy, as described in greater particularity, are imputed to Franklin Bank and/or Administaff.

67. Each of the above-described and reaverred acts and omissions, singly or in combination with others, constituted negligence *per se*, gross negligence, and invasion of privacy which proximately caused the damages Plaintiff suffered, which are in excess of the minimum jurisdictional limits of this Court and more particularly described in paragraphs 36 and 37, for which Plaintiff seeks recovery against Franklin Bank and/or Administaff.

Punitive Damages

68. As a consequence of the foregoing clear and convincing facts and the willful and malicious nature of the wrongs committed against the Plaintiff, which damaged his reputation and caused him considerable grief, Plaintiff is entitled to exemplary damages in excess of the minimum jurisdictional limits of this Court, in an amount that would discourage these Defendants from committing such acts of negligence *per se*, gross negligence, or invasion of privacy in the future against others similarly situated. Defendants, or any of them, acted with malice or willfulness or with callous and reckless indifference to the safety or rights of Plaintiff in that Defendants acted with a high and excessive degree of danger about which they, or any of them, knew or which would have been apparent to a reasonable person in their condition. The amount of the punitive damages requested by Plaintiff should be sufficient to punish Defendants, or any of them, for shocking conduct and to deter them, or any of them, and others from engaging in similar conduct in the future, and measured by the financial resources of the culpable Defendants, Franklin Bank and/or Administaff, directly or indirectly through their representatives. Plaintiff hereby incorporates paragraph 53 by reference.

Mental Anguish

69. As a consequence of the foregoing facts and the willful and malicious nature of the wrongs committed against the Plaintiff, Plaintiff has suffered, continues to suffer, and will suffer severe mental anguish, for which he pleads to recover at trial. Plaintiff hereby incorporates paragraphs 30, 37, 45, and 50. The damages for said mental anguish exceed the minimum jurisdictional limits of this Court, for which Plaintiff seeks relief from Franklin Bank and/or Administaff.

Jury Demand

70. Plaintiff demands that this Court empanel a lawful jury to hear this case.

Reservation of Rights

71. Plaintiff specifically reserves the right to bring additional causes of action against the Defendants and to amend this Complaint as necessary pursuant to rules and leave.

Prayer

72. WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendants be cited to appear and to answer herein and that upon final hearing, the Court enter judgment in favor of Plaintiff against Defendants Franklin Bank and Administaff, directly or indirectly, jointly and severally, in an amount in excess of the minimum jurisdictional limits of this Court, for compensatory damages and punitive damages with respect to the statutory and tort claims in an amount being just, for reasonable attorney's fees, reasonable paralegal fees, costs of court, and pre- and post-judgment interest at the highest rate allowed by law, and also enter an order revoking any license enabling Defendants Franklin Bank and Administaff, or either of them, to operate in Texas and revoking any certificate authorizing Defendants Franklin Bank and Administaff, or either of them, to do business in Texas if any judgment rendered in this case has not been satisfied within three (3) months from the date of filing said final judgment, and for such other and further relief, general or special, at law or in equity, to which Plaintiff may be justly entitled.

Date: July 7, 2008.

Respectfully submitted,

Law Offices of Lin L. Blansit

By: ______________________
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ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify on the 7th day of July, 2008, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system which will send notification of such filing to the following:

Danielle Herring
Littler Mendelson, P.C.
1301 McKinney Street, Suite 1900
Houston, Texas 77010
Attorney for Defendants Franklin Bank, S.S.B., Franklin Bank Corp., Administaff Companies II, L.P., Theresa LeFlore, Joyce Erfurdt, and Joanne Partridge

____
Lin Blansit